BRUHAT BENGALURU MAHANAGARA PALIKE

Office of the Executive Engineer Jayanagar Division, BBMP, 39th Cross, 18th Main, Jayanagar 4th"T" Block, Bangalore-560041 eejayanagarbbmp@gmail.com Ph:8022975711.

TENDERS FOR THE WORK OF

Engage Manpower to Chikkanagamangala Wet Waste Processing Plant for 1st shift (26 Days).

TENDER REFERENCE :
No.E.E.(JN)/DM/e-proc/16/2023-24

PERIOD OF SALE OF TENDER DOCUMENT : **Download from https://kppp.karnataka.gov.in**

LAST DATE FOR SALE OF TENDER DOCUMENT : **Refer view in e-procurement portal**

LAST DATE AND TIME FOR RECEIPT OF TENDERS : **Refer e-procurement portal**

.TIME AND DATE OF OPENING OF TENDERS[1] : **Refer e-procurement portal**

PLACE OF OPENING OF TENDERS : Executive Engineer, Jayanagar Division

ADDRESS FOR COMMUNICATIO :**Office of the Executive Engineer Jayanagar Division,**
BBMP, 39th Cross, 18th Main, Jayanagar - 4th"T"
Block, Bangalore-560041

[1]

CONTENTS OF BID DOCUMENT

SECTION	DESCRIPTION	PAGE NO
I	Invitation for E-Procurement long Term Bid	3
II	Instructions to the tenderers (Service Providers)	4
III	Scope of Services	10-11
IV	Terms and Conditions of the contract	12-15

LIST OF DOCUMENTS TO BE SUBMITTED

ANNEXURE	DESCRIPTION
A	DETAILS OF THE SERVICE PROVIDER
B	FORMAT FOR STATEMENT OF EXPERIENCE
C	TENDER FORM FINANCIAL BID
D	LETTER OF AWARD/ACCEPTANCE
E	CONTRACT FORM
F	ANTI-COLLUSION CERTIFICATE
F1	SELF DECLARATION REGARDING NOT-BLACKLISTED BY ANY FIRMS/GOVT.AGENCIES

SECTION-I

Instructions to the Tenderers (Service Providers)

Clause 1.
The Executive Engineer, Jayanagar, Division here in after called the "Employer" invites tenders in bidding process through e-procurement portal from eligible individuals / registered firms for selection of the Service Provider/ Manpower agency for Providing man power services **to Jayanagar Division** on Outsource basis from eligible individuals / registered firms/ company incorporated under the Companies Act 1956/ agencies registered partnership firms/NGOs/ public limited companies or combination of any above. The Bidder should have been registered under the Contract Labour (Regulation and Abolition) Act, 1970 for the following activities for a period of one year.

The Service Providers should not have blacklisted by any organization in Karnataka for any reason whatsoever.

Clause 3.
Each Service Provider shall submit only one tender.

Clause 4.
The Service Provider shall be responsible for all the costs associated with the preparation, submission and opening of tenders.

Clause 5.
The tenders shall remain valid for a period not less than **90** days after the date of opening of tenders. A tender with a validity of less than **90** days shall be treated as non-responsive. If a tenderer withdraws his tender during the validity of the tender, his EMD will be forfeited.

Clause 6.
At any time prior to the date and time of submission of the tenders, the Employer may issue any amendments to this tender document.

Clause 7. Bid Security (Earnest Money Deposit)

7.1 Earnest Money deposit which will be paid online through e-Procurement portal. Earnest money deposit will have to be in any one of the forms as specified in the E procurement portal Proposals would need to be accompanied by a Bid Security / EMD for an amount as per bellow

Sl. No.	Details	EMD	Contractor
1	Engage Manpower to Chikkanagamangala Wet Waste	1,98,520/-	Registered

	Processing Plant for 1st shift (26 Days) CALL-2		Labour Contractor

7.2 The Bid Security shall be credited to the account of Centre for e governance as per e-procurement process and guidelines.

a. through Credit card
b. Internet banking
c. National Electronic Fund Transfer
d. Debit card
e. OTC payment

EMD amount will have to be submitted by the bidder taking into account the following conditions:

a. EMD will be accepted only in the form of electronic cash as per the e-procurement portal
b. The entire EMD amount for a particular tender has to be paid in a single transaction

7.3 The Bid Security shall be returned to the unsuccessful Bidders within a period of eight (8) weeks from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner as stipulated in the Agreement.

7.4 Any Bid security not secured in accordance with Clause 7 above will be rejected by the *Client* as non-responsive.

7.5 The Bid security will be forfeited:

a. If a Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
b. In case of a successful Bidder, if the Bidder fails,
   i. To sign the contract agreement with in the stipulated time or
   ii. To furnish performance security.

Clause 8. Qualification Information

8.1 The Service Provider shall provide qualification information which shall include:

a. Details of the Service Provider in the Format at Annexure A
b. Attested copy of the Certificate of registration in the Labour Department, Provident Fund and ESI Organizations GST;
c. Anti-collusion and self declaration certificate regarding not black listed by any firm/ Government agencies in the format set out in Appendix F and F1
d. Attested copy of the Income Tax return filed by the Service Provider for the last 5 years (financial years (2018-19 to 2023-24) in the Income Tax Department and the clearances received if any;
e. Attested copy of the Balance sheet & Profit & Loss A/c of the Service Provider for the last 5 years (2018-19 to 2023-24) prepared and audited by a Chartered Accountant;
f. Certificate by Chartered Accountant for the Annual Turnover of **Rs 99.26 Lakhs** relating to providing outsource personnel for the each of the last three audited financial years i.e., 2022-23 to 2023-24

g. The company/firm should have been in the business of providing manpower services in minimum 300 to 350 tonnes per day wet waste processing plant for last any 3 financial years (2018-19 to 2023-24) and Satisfactory Completion of a similar work equivalent 50% of the estimated cost 49.63 lakhs.

Sl No	Item	Unit	Quantity
1	providing manpower services	No	61

h. Certificate from the Banker that the bidder has liquid financial resources of not less than **Rs. 29.77 lakhs**

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this tender **Engage Manpower to Chikkanagamangala Wet Waste Processing Plant for 1st shift (26 Days)"** is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent to meet the working capital requirements for executing the above contract.

Sd/-

Senior Bank Manger,
Name of the Bank & Address

8.2 To qualify for award of this contract, the Service Provider should have;

a. The current registrations in the Labour, PF, ESI and GST organizations;
b. Should have satisfactorily completed or currently providing similar kind of personnel employing to various Government offices in Karnataka; should enclose satisfactorily completion certificate from the concerned department.
c. Preference/weightage will be given to the firm who is supplying similar type of personnel to the Government office.

8.3 The Service Provider should provide all the required qualification information listed above completely and adequately to show/prove that the Service Provider meets the minimum qualification requirement. Tender Bids of Service Providers who do not furnish the requisite information may not be considered for award.

Clause 9. The Service Provider shall submit the following particulars:

a. Details of the service provider in the format given in Annexure A
b. Qualification information as required and listed in Clause - 8 above;
c. Single Cover financial Bid: Tender Bid Form in the Format as given in
d. e-Procurement portal (**Proposed price including all tax, service charges and remuneration)**

Clause 10. The tender containing the information as given in clause-9 above should have the following information:

a. Name and address of the Service Provider;
b. Contact person and phone number;

Clause 11. Date of submission of the Bid:

11.1 The tender should be submitted through e-Procurement portal.

11.2 The Executive Engineer Jayanagar Division may extend the deadline for submission of tenders by issue of an addendum;

Clause 12. Opening of the tenders and clarifications:

12.1. The Executive Engineer or his authorized representative will open the bids through e-Procurement portal.

12.2. To facilitate evaluation of the bids, The Jayanagar Division may at his sole discretion seek clarification in writing from any Service Provider regarding his proposal;

Clause 13. Evaluation and award of contract:

13.1 The tenders would be checked for their responsiveness by review of the qualification information as requested in Clause 8 above.

13.2 Tenderer should quote keeping in mind statutory obligations i.e. tender bids of zero service charge or less than statutory obligations will be summarily rejected.

13.2. The lowest responsive tender bid would be checked to ensure that it meets the qualification requirement as given in Clause 8 above. If it satisfies the qualification requirement it will be considered for award. If not the check would be made for the next lowest responsive tender bid. If it satisfies the qualification requirement, it would be considered for award and so on.

13.3 The lowest responsive tender bid meeting the qualification requirement would be declared as the Preferred Service Provider and The Executive Engineer Jayanagar Division may award the contract as per the tender bid of the Service Provider or conduct negotiations if need be.

13.4 In case the evaluated tender bid amount of two or more Service Providers are the same, The Executive Engineer Jayanagar Division may award the contract to a Service Provider based on their past performance, reputation, competence and other factors solely at the discretion of The Executive Engineer Jayanagar Division

Clause 14. In the event of acceptance of the bid of Preferred Service Provider with or without negotiations The Executive Engineer Jayanagar Division may declare the Preferred Service Provider as the Successful Service Provider. The Executive Engineer Jayanagar Division shall notify the Successful Service Provider through a Letter of Award in the format given in Annexure D, that its bid has been accepted and ask the Service provider to deposit a Security Deposit (SD) of 5% of the Total Contract amount Plus Rs...../- (2 months of agreed salary amount) in the form of Demand draft drawn on any Nationalized Bank or Bank Guarantee of any Nationalized Bank in favour of The Executive Engineer Jayanagar Division payable within 15 days of the issue of Letter of Award and also execute the Agreement in the Format given in Annexure F.

Clause 15. Failure of the Successful Service Provider to provide the Security Deposit or to execute the Agreement within the specified period shall constitute sufficient grounds for the annulment of the Letter of Award and forfeiture of the bid security. In such an event The Executive Engineer Jayanagar Division reserves the right to:

a. either issue the letter of award to the next lowest responsive and qualified Service Provider by conducting negotiations if need be; or
b. Take up such measures as may be deemed fit at the sole discretion of The Executive Engineer Jayanagar Division, including annulment of the tendering process.

Clause 16. Notwithstanding anything contained in this bid document The Executive Engineer Jayanagar Division reserves the right to accept or reject any tender bid or to annul the tendering process or reject all tender bids, at any time without liability or any obligation for such rejection or annulment, without assigning any reason thereof.

Clause 17. Negotiations

a. The aim is to reach an agreement on all points and sign a contract. Negotiations will include discussion on the Technical proposals, staffing and any suggestions made by the firm to improve the terms of reference. Jayanagar Division and Bidder will then work out the agreed final terms of reference.

b. Jayanagar Division expects to negotiate a contract on the basis of the personal named in the proposal. Before contract negotiations, The Executive Engineer Jayanagar Division will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment.

c. The negotiations will complete on signing the agreed contract between The Executive Engineer Jayanagar Division or any other who is authorized and the firm.

d. Please note that The Executive Engineer Jayanagar Division is at full liberty to reject the tender without assigning any reason. Further, as quality is the principal selection criteria, The Executive Engineer Jayanagar Division is not bound in any way to select the firm offering the lowest price and will have all the right to reject tender though the firm offered lowest price.

e. You are requested to hold our proposal valid for 90 days from the date of submission without changing the personnel proposed for the assignment and your proposed price. The Executive Engineer Jayanagar Division will make best efforts to select an agency within this period.

f. The payment payable under this assignment will be subject to normal tax liability in India.

The Jayanagar Division is not responsible for any kind of disputes arising during the period. The agency is the sole responsible for any kind of disputes with the employment of employee.

The employee hired under this scheme will not be directly entitled to the government at any point.

The expenditure for arranging the interview for selection of candidates will be fully borne by the firm/agency

No TA/DA will be provided from Jayanagar Division to any candidates or the personnel of the firm/agency to attend the interview

1. **Replacement**

    1. Any ` who intends to quit the service or if the service is found to be not satisfactory Company should be given suitable and equivalent replacement immediately without any delay.

    2. Any ` who finds to be unruly and arrogant behaviour will not be tolerated. The employee who goes on strike will be viewed seriously and replaced immediately.
    3. The personnel deployed by the service provider should not be changed without prior knowledge of the Jayanagar Division.

SECTION-III

Scope of Services

Clause 1. The Service Provider shall be responsible for providing the requested number of Staff and should meet the prescribed minimum qualification and experience.

Clause 2. The Staff to be recruited, qualification prescribed for each category, number of posts, minimum qualification and experience for the personnel are as follows:-

Sl. No	Category of staff	No of Post
1	Unskilled Labours and workers As per orders of minimum wages Act KAE 106 LMW 2021 Dt: 28-07-2022 and as per direction of Engineer-in-charge of the work	50
2	Supervisor (Skilled) As per orders of minimum wages Act KAE 83 LMW 2022 Dt: 13-01-2023 and as per direction of Engineer-in-charge of the work	4
3	Security As per orders of minimum wages Act KAE 106 LMW 2021 Dt: 28-07-2022 and as per direction of Engineer-in-charge of the work	6
4	Drivers s per orders of minimum wages Act KAE 106 LMW 2021 Dt: 28-07-2022 and as per direction of Engineer-in-charge of the work	8
5	Diploma in Engineering (Plant/Shift Incharge) As per orders of minimum wages Act KAE 83 LMW 2022 Dt: 13-01-2023 and as per direction of Engineer-in-charge of the work	2
6	Computer Operator or Typist As per orders of minimum wages Act KAE 83 LMW 2022 Dt: 13-01-2023 and as per direction of Engineer-in-charge of the work	1
7	Mechanic As per orders of minimum wages Act KAE 106 LMW 2021 Dt: 28-07-2022 and as per direction of Engineer-in-charge of the work	2
8	Machine operator (Plant Operators As per orders of minimum wages Act KAE 83 LMW 2022 Dt: 13-01-2023 and as per direction of Engineer-in-charge of the work	3

Note:- 1) The number of posts are tentative and the number to be deployed would be
Intimated from time to time.
2) Preference will be given for candidates who have already worked in the same

capacity and especially in government departments.

Note:- 1) The number of posts are tentative and the number to be deployed would be
Intimated from time to time.
2) Preference will be given for candidates who have already worked in the same
capacity and especially in government departments.

Clause 3. The personnel shall perform the duty assigned to them from time to time. The hours of work of these personnel will be the same that of personnel of the same category who are regular staff.

Clause 4. The personnel shall take utmost care in the use and handling of equipment that they are required to use in the discharge of their duties and responsibilities.

Clause 5. Thepersonnel shall not indulge in any corruptive practices in discharge of their duties and responsibilities.

Clause 6. The personnel deployed by the Service provider shall conduct themselves with dignity and maintain the decorum of the institutions where they are posted. They must discharge their duties in a professional manner.

Clause 7. Job Description:

Engage Manpower to Chikkanagamangala Wet Waste Processing Plant for 1st shift (26 Days)

SECTION-IV

Terms and Conditions of the Contract

Clause 1. Definitions:

"Employer" means The Jayanagar Division, or his authorized representative;

"Office" means **Office of the Executive Engineer Jayanagar Division**

"Personnel" means the **Engage Manpower to Chikkanagamangala Wet Waste Processing Plant for 1st shift (26 Days)CALL-2** deployed by the Service Provider;

Clause 2. The Service Provider shall employ ` who are medically fit to work in the Office and to take day to day instructions from the concerned department, where the personnel will be deployed for the work.

Clause 3. The Service provider shall provide extra personnel (over and above the number indicates in clause-1 Scope of services) and of additional categories, if desired by the Employer under the same terms and conditions.

Clause 4. The Service Provider shall ensure that the personnel deployed should meet the prescribed qualification and experience and also get the credentials (character and antecedents) of the personnel verified by the police and obtain reports thereof.

Clause 5. The Service Provider shall submit to the Employer the list of personnel deployed by him along with proof of meeting prescribed Qualification and experience, medical certificate, police verification of character and antecedents, personal details such as names of parents, address (temporary and permanent), telephone number (if available) and passport size photograph for record by the Employer.

Clause 6. The persons so deployed shall not be below 21 years. They will perform their duties to the satisfaction of the Employer. The Service

Provider or his representative will report at least once in a week to the Employer for co-ordination.

Clause 7. In case of long (not more than 7 days) and unauthorized absence of any of the personnel, the Service Provider shall take immediate steps for replacement to ensure that the work of the Jayanagar Division office will not suffer.

Clause 8. The Service Provider will be responsible to ensure maintenance of Office decorum and discipline by the personnel provided by him. In case of persistent misbehaviour of any of the personnel, the Service Provider shall provide a replacement on receipt of complaint by the Employer.

Clause 9. Senior Officer of the Service Provider should visit the Office of the Employer at least once in a month and check the working of their personnel.

Clause 10. The personnel employed by the Service Provider will be in the employment of the Service Provider only and not of the office where they are deputed for work. They will not have any claim what so ever in case of filling of regular posts, if any, by the Jayanagar Division

Clause 11. If personnel provided by the Service Provider to the Jayanagar Division Office are found to be indulging in any undesirable or unfair activities in the Office premises, the Service Provider will solely be responsible for all the consequences, apart from, liberty of Executive Engineer, Jayanagar Division to lodge a complaint before appropriate authorities.

Clause 12. The personnel deployed by the Service Provider shall be covered as per applicable Act and Rules under the ESI, PF, Gratuity and Bonus.

Clause 13. The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Executive Engineer, Jayanagar Division for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the personnel deployed by the service provider.

Clause 14. The Service Provider shall pay the personnel at the rates as may be notified by the Employer from time to time. This amount would be paid to the personnel by cheque account payee only (on the basis of attendance communicated by the Employer) after deducting the employee's contribution of PF (present rate), ESI(present rate) as prescribed by the Government from time to time. The payment to the personnel should be made within 5thday of the next month for which

the payment is due without waiting for the payment of his invoice to the Employer. The deducted employee's contribution should be deposited in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed time period without waiting for the payment of his invoice to the Employer.

Clause 15. The Service Provider shall deposit the applicable Employer's contribution of PF(present rate) and ESI(present rate) as prescribed by the Government from time to time in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed period without waiting for the payment of his invoice to the Employer.

Clause 16. The Service Provider shall submit his invoice for the quarter before the 5th of the next quarter. The invoice shall give the following details:

1. Personnel Salary paid on the based of attendance (computed at the rates as may be notified by the Employer from time to time per calendar month) of less the employee's contribution of PF and ESI supported by attendance sheet;
2. Employees contribution of PF and ESI supported with proof of having deposited the same with the appropriate authorities;
3. Service Provider's fees computed on the total of 1to 2 above;
4. Service tax payable if any at the current rates on the total of 1 to 4 above.(This is applicable only for Sl. No 4 to 7 of Annexure-C)
5. For Sl. No. 1 to 3 of Annexure-C amount should be mentioned inclusive of all taxes.
6. Invoice should be accompanied by PF & ESI Chillan's of the previous quarter. Remittance should match with the deductions made in the bill.
7. **The payment to the personnel would be made by ECS only and documentary proof for having paid through ECS should be attached along with bills for payment** and documentary proof of ECS of every month should be submitted to the Jayanagar Division within the 10th of every month.

Clause 17. Every effort would be made to ensure that the payment to the Service Provider is made within 15 days of the submission of the Invoice complete in all respects and supported by the documents as detailed above. Incomplete invoices and those not supported by stipulated documents will be returned for compliance before payment. The Service Provider shall only be responsible for the delay. Any delay in payment of the invoice provided by the Service Provider shall not be an excuse for making delayed payment to the staff regularly by the stipulated dates. The Service Provider should have ample financial resources to meet such exigency for a period of at least two months. **The payment to the personnel would be made by ECS only and documentary proof for having paid through ECS should be attached along with bills for payment** and documentary proof of ECS of every month should be submitted to the Jayanagar Division within the 10th of every month.

Clause 18. No payment of salary to the staff before 5th of succeeding month will be penalized by **deducting 2% of the total bill amount** submitted for payment.

Clause 19. TDS (Tax deduct at source) will be deducted as per income tax rules applicable.

Clause 20. The Annual Statement of Accounts in respect of ESI & PF issued by the concerned Head of the organization shall be furnished to each of the personnel with copy to the Employer.

Clause 21. The Service Provider who is entrusted with the task of providing personnel to office of Executive Engineer, Jayanagar Division will be solely responsible for performance of the duty entrusted to the personnel. If the services rendered are found to be unsatisfactory, even after issue of notices/warnings to that effect, or if the Service Provider does not follow the Terms and Conditions of this Contract, this Contract will be terminated by issue of one month's notice. No claim what so ever would be entertained. The decision of the Employer would be final and binding.

Clause 22. This Contract would be for a period of six months from the date of execution. It could be extended for an additional period by taking approval from Zonal Commissioner, South.

Clause 23. Any dispute arising out of this Contract shall be resolved by taking recourse to mutual amicable settlement in the first instance, failing which the dispute will be subject to Jayanagar Constituency Jurisdiction. In case of dispute being referred to the court, the Employer shall withhold payments to the Service Provider till the dispute is settled.

Clause 24. The successful bidder shall provide all benefits facilities and wages as mentioned in govt order No. , Date: and as per labour law to the engaged workers. If the wages is increased in the future, the successful bidder shall pay the labours accordingly. The Employer reserves the right of fixing or revising the rates or remuneration period to the personnel.

Clause 25. The service provider will keep a performance Security of 5% of the Total Contract amount plus **equal to 2 months salary of the contract amount** in form of Demand Draft on any Nationalized Bank or Bank Guarantee of any Nationalized Bank in favour of the Executive Engineer, Jayanagar Division valid till 30 days after the end of this contract.

Clause 26. Violation of any of the above terms and conditions by the service provider results in termination of contract or forfeiture of performance security deposit or both.

Clause 27. No requests for advance payments will be considered

Clause 28. The contract shall be written in English language. English language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language

Clause 29. The Agencies should have provided at least 50% of the Supply of required manpower's in one BBMP personnel on field/survey related projects to one or more State / Central Government

Departments / organizations / undertakings / corporations for at least one financial year in last two years and should have rendered services satisfactorily. Documentary proof in the form of certificate issued by the department / organization / undertaking for satisfactory services rendered shall be scanned and uploaded. Preference will be given to Agencies which have prior experience in supplying ` to Jayanagar Division or similar department of the State.

Clause 30. The contractor shall maintain registers for the Engage Manpower to Chikkanagamangala Wet Waste Processing Plant for 1st shift (26 Days) (name, age, sex, address, photo etc.), register for payment of monthly wages, register for ESI & EPF etc and shall keep the records of working hours, weekly off, date of payment, ESI/EPF contributions, address of the Labour dept., ESI & EPF offices, name of the concerned labour inspector etc

Clause 31. **Agreement:**

a. The successful Bidder(s) shall execute an agreement for the fulfilment of the contract on Rs.*100/-* non-judicial stamp paper in the prescribed format provided; within three days from the date of acceptance of the Bid and intimation of the award of contract vide Annexure-E.
b. The incidental expenses of execution of agreement shall be borne by the successful Bidder(s). Hereafter the successful Bidder shall be referred to as "Contractor".
c. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions in full or in part will entail termination of the contract without prejudice to the rights of Government of Karnataka and recovery of any consequential loss from the contractor.

Clause 32. **Settlement of Disputes**

30. 1. **Amicable Settlement:**The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

30. 2. **Dispute Settlement:** Any dispute between the parties as to matters arising pursuant to this contract, which cannot be settled amicably within thirty (30) days after receipt by one of the party's request for such amicable settlement may be submitted by either party for settlement to arbitration mutually agreed by either parties.

If either parties fail to arrive at an agreement on the arbitration, the same may be submitted for arbitration in accordance with the existing Arbitration Laws of the country.

Annexure A
Details of the Service Provider
(on the letter head of the Service Provider)

1. Name of the Service Provider;	
2. Principal place of business:	
3. Address with Telephone numbers, Fax number etc;	
4. Status whether run by an Individual, Partnership Firm, Registered Society, Private company, Public Company;	
5. Date of incorporation and/or commencement of business;	
6. Brief description of the Service Provider's line of business;	
7. Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the Service Provider with power of attorney;	
8. Details of individuals who will serve as the point of contact/ communication with ee,jayanagar division,BBMP in case of the award of the contract, the details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.,	

ANNEXURE-B

Format for Statement of Experience

Experience Criterion No 1	
Name of the project	
Name, address and contact details of Department	
Scope of the project	
Scope of work of Firm	
Date of commencement of the project	
Date of completion of the Firm	
Total billings from project for Firm	

The above statement shall be supported by:

1. Certificate issued by Department clearly stating the scope of the project, cost of the project and date of successful completion.

2. Certificate from statutory auditor certifying date of successful completion of Firm scope of work in the project and total billings till such date.

ANNEXURE C

FINANCIAL BID

TENDER FORM

To,

Executive Engineer,
Jayanagar Division
Belgaum District

Sir:

Sub: Engage Manpower to Chikkanagamangala Wet Waste Processing Plant for 1st shift (26 Days)

Ref: Your Notification No: .....
dated……

We have gone through the tender document and have fully understood the scope of work and the terms and conditions of the contract.

We will be making payment of the remuneration to ` at the rates as may be notified by you from time to time and conditions and make payments of PF and ESI and other payments if any regularly to the appropriate authorities.

We will comply with all the requirements of the applicable laws, Acts and Rules.

Price Schedule

Rate should be quoted per candidate

Sl. No	Particulars	Tentative No. of Posts	Proposed price including all tax, service charges and remuneration for each Candidate for every month in words and figures
1	Unskilled Labours and workers As per orders of minimum wages Act KAE 106 LMW 2021 Dt: 28-07-2022 and as per direction of Engineer-in-charge of the work	50	
2	Supervisor (Skilled) As per orders of minimum wages Act KAE 83 LMW 2022 Dt: 13-01-2023 and as per direction of Engineer-in-charge of the work	4	
3	Security As per orders of minimum wages Act KAE 106 LMW 2021 Dt: 28-07-2022 and as per direction of Engineer-in-charge of the work	6	
4	Drivers s per orders of minimum wages Act KAE 106 LMW 2021 Dt: 28-07-2022 and as per direction of Engineer-in-charge of the work	8	
5	Diploma in Engineering (Plant/Shift Incharge) As per orders of minimum wages Act KAE 83 LMW 2022 Dt: 13-01-2023 and as per direction of Engineer-in-charge of the work	2	
6	Computer Operator or Typist As per orders of minimum wages Act KAE 83 LMW 2022 Dt: 13-01-2023 and as per direction of Engineer-in-charge of the work	1	
7	Mechanic As per orders of minimum wages Act KAE 106 LMW 2021 Dt: 28-07-2022 and as per direction of Engineer-in-charge of the work	2	
8	Machine operator (Plant Operators As per orders of minimum wages Act KAE 83 LMW 2022 Dt: 13-01-2023 and as per direction of Engineer-in-charge of the work	3	

Note :

1. **Clause 13.2 Tenderer should quote keeping in mind statutory obligations i.e. tender bids of zero service charge or less than statutory obligations will be summarily rejected**
2. **The Basic rate and other as per the Labour department is applicable as and when changed and the service charges remains the same.**
3. The service provider shall also deposit the applicable employees and employers contributions of EPF & ESI as per guidelines of concerned departments.
4. Service tax and Other Tax as per rule.
5. If Necessary the bidder shall furnish the details of service charges sought before the evaluation.

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely “Prevention of Corruption Act 1988”

The tenders and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive without assigning any reasons.

Yours faithfully,

Authorized Signatory,
Name and designation of Signatory:
Name of Service Provider:
Address:

Annexure D

Letter of Award/Acceptance
(Letter head of Employer)

No. Date:

To: [Name and address of the Service Provider]
……
……
……

Dear Sirs:

This is to notify that your tender dated ……. For Engage Manpower to Chikkanagamangala Wet Waste Processing Plant for 1st shift (26 Days) has been accepted by us.

You are hereby requested to furnish performance security within 15 days, for 5% of the total contract amount Plus Rs. ……. (**2 months salary of the contract amount**) of the total contract amount in the form of Demand Draft drawn on any Nationalized Bank in favour of the Executive Engineer, Jayanagar Division valid till 30 days after the end of contract period of one year.

On furnishing of the Security deposit as above, you are requested to sign the Agreement and proceed with the work as per terms and conditions.

Failure to submit the performance security and/or signing the Agreement may result in cancellation of the award and forfeiture of the EMD and or SD as per terms of the contract.

Yours faithfully,

Executive Engineer
Jayanagar division

Annexure E

CONTRACT FORM

This Agreement made the ……. day of ……., 2021, between ……. (Name of Service Provider) of the one part and The Executive Engineer, Jayanagar Division on the other part:

Whereas the Executive Engineer, Jayanagar Division wants the services of personnel such as ` to Jayanagar Division Office by a Service Provider and has accepted a tender by the Service Provider for providing the services of the above said personnel as per the Price Schedule attached;

Now this agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Terms and conditions of Contract;

2. The following documents shall be deemed to form and be read and construed as part of the Agreement: i.e.

   a. Tender Form submitted by the Service Provider;
   b. The Instructions to the Service Providers;
   c. The Scope of service; Job description, Minimum qualification & experience
   d. Terms and Conditions of Contract;
   e. Employer's notification of letter of acceptance;

3. In consideration of the payments to be made by the Employer to the Service Provider, the Service Provider covenants to the Employer to provide the services **Executive Engineer, Jayanagar Division** wants the services of personnel such as ` as per the Scope of Work in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Service Provider as per Terms and Conditions at the times and in the manner prescribed by the Contract.
   The payments to be made to the Service Provider shall be the following:

   a. Submission of documentary proof for having remuneration paid through ECS by specified time.
   b. EPF, ESI and other payment made (both Employees 'and Employers 'contribution)
   c. Service charge
   d. Service tax
   e. Professional tax paid

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of INDIA on the day, month and year indicated above.

Signed, sealed and delivered by the

Said ……. (for the Employer)

In the presence of ……

Signed, sealed and delivered by the
Said …… (for the Service Provider)
In the presence of ……

Appendix F

(On the letter head of the Bidder)

FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate[2]

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this .....Day of ....., 20..

.....
(Name of the Bidder)

.....
(Signature of the Authorised Person)

.....
(Name of the Authorised Person

2

Appendix F1

SELF DECLARATION REGARDING NOT-BLACKLISTED BY ANY FIRMS/GOVT.AGENCIES (On the letter head of the Bidder)

Dear sir,

We hereby declare that our firm has not been declared as blacklisted by any Government department /Corporation/ULBS/other statutory organisation.

This declaration is given under the full knowledge of the facts and condition of the subject RFP.

Your's faithfully

Seal and signature of the Authorised Person

Date: